

MEMORANDUM OF UNDERSTANDING

between
The United States Department of the Interior
National Park Service
and the
Peaceful Valley Donkey Rescue, Inc.
for Burro Removal Operations

This Agreement is entered into by and between the National Park Service (hereinafter "NPS"), United States Department of the Interior, acting through the Superintendent(s) of Death Valley National Park (hereinafter "Park"), Mojave National Preserve (hereinafter "Preserve") and the Peaceful Valley Donkey Rescue (PVDR)

RECITALS

WHEREAS, the Park, the Preserve and the PVDR have agreed to partner on the removal of feral burros from lands managed by the NPS; and,

WHEREAS, the NPS is authorized by 16 U.S.C § 1b(5); 42 U.S.C. 4331 National Environmental Policy Act of 1969, as amended; NPS has jurisdiction regarding NPS trust resources as provided under the NPS Organic Act (1916), National Park and Recreation Act (1978), and the National Parks Omnibus Management Act (1998); and Department of Interior, Environmental and Related Agencies Appropriations Act of 2008 – HR 2643; and,

WHEREAS, pursuant to the General Management Plan(s) of Death Valley National Park and Mojave National Preserve approved in April 2002, the NPS is to adopt a "no burro or wild horse" strategy. Furthermore the GMP(s) state that the removal of horses and burros from park lands will be completed through a three phase removal program; and,

WHEREAS, the Peaceful Valley Donkey Rescue, INC is committed to provide financial resources for the expenses covering wrangling, staging, removal, and feeding and care of the animals.

ARTICLE I - BACKGROUND AND OBJECTIVES

Feral burros have become a landscape scale issue. Originally used to tame the west, burros were sturdy, sure-footed pack animals favored by miners throughout the California deserts. Nearly 100 years ago as miners left their claims they turned these animals loose. Absent any known predators, feral burro populations increase at a rate of 22% per year.

Multiple times in the history of the Park and the Preserve burro populations have invaded these National Park units causing harm to the natural and cultural resources. In order to achieve the National Park Service mission of managing for native desert species feral burro populations must be reduced. In 1994 the Park and the Preserve were created through the California Desert Protection Act (CDPA) and were required to create General Management Plans for each unit.

Both units achieved this goal in April of 2002. The General Management Plans created were unique to the Park and the Preserve, yet they both held a common approach to managing feral burros. Each unit adopted a "no burro or wild horse" strategy that existed for Death Valley National Monument, prior to the CDPA expansion and designation. The strategy is a multi-phased humane approach to achieving a zero population goal. Phase one consists of a park-wide live capture program that will be in effect for a maximum of five years. Phase two consists of soliciting interested animal protection groups to begin removing remaining

animals. Phase three, NPS staff and contractors will eliminate the remaining few animals in a humane manner to achieve a zero population. Phase three could involve a variety of techniques including, but not limited to, shooting, wrangler/helicopter roundups, and netting removal with helicopter.

The Director of the NPS, or appointed representative, pursuant to 16 U.S.C. 1a-1, is required to authorize only those uses of land within the Park which will not be an impairment of the values and purposes for which the Park was established, except as may have been or shall be directly and specifically provided by Congress, federal law, or regulation.

The Park and Preserve, working with PVDR, have a common interest in the humane removal of feral burros from these national park units. All parties benefit from the sharing of available expertise in animal wrangling, environmental education, and public outreach.

This Agreement grants PVDR the right to round-up and remove feral animals from the Park and Preserve subject to the conditions detailed in this agreement.

ARTICLE II - AUTHORITY

This Agreement is entered into under the authority of 16 U.S.C. §1b (5).

ARTICLE III- STATEMENT OF WORK

- I. NPS and PVDR responsibilities
 - a. The parties together shall:
 - i. Develop outreach and communication materials that may include press release, social media, campground fliers, and posters. A
 1. All messaging should be co-approved prior to release.
 - ii. Identify filming locations and messaging.
 - iii. Work towards the “no horse and burro” goal for Death Valley National Park and Mojave National Preserve.
 - iv. Participate in a regular communication schedule. All parties agree to monthly meetings (more frequent during active roundups).
 1. Communication can be made through regular channels including email and phone.
 - v. Develop metrics and timetables to explain and communicate progress and success.
 - b. PVDR shall:
 - i. Participate in an orientation to working in a National Park. This would expose PVDR staff to the basics of wilderness, endangered species protection, actions that require compliance, etc.
 - ii. Abide by all NPS laws and regulations.
 - iii. Maintains liability insurance for all staff and equipment following industry standards for animal wrangling and handling.
 - iv. Maintains detailed records of animals collected from the Park and Preserve.
 - v. Communicate locations and methods at least 2 weeks before entering the Park or the Preserve.
 - vi. Provide at least 60 day notification if Helicopters or Unmanned Aerial Vehicles (UAV) will be utilized for operations.
 - vii. Not land or touch down helicopters in designated wilderness without additional approvals.
 - viii. Provide humane care and treatment of the animals at all stages (round-up, staging, removal, quarantine and adoption/sanctuary.
 - ix. Test all animals for equine infectious anemia (EIA), commonly known as Coggins, prior to interstate transport.
 1. Any equine, tested under this arrangement, that receives a positive EIA shall be humanely euthanized according to PVDR’s Standard Operating Procedures (Section 1, Title 11). The carcass shall be hauled away, in a discreet manner, by

PVDR employees to the Kern County Landfill located in Bakersfield, California or as directed by the California State Veterinarian's Office.

2. Once the burros have cleared staging and PVDR is in possession of a negative Coggins and a veterinarian issued health certificate, the female and young burros shall be transported to PVDR's training facility in Scenic, Arizona. The males shall be transported to PVDR's main facility in San Angelo, Texas to await castration. All burros shall be quarantined away from any non-program burros for a period not less than 21 days.
- x. Work within the regulations and process for using a UAV and helicopters in National Parks and for filming in designated wilderness.
 1. Filming in wilderness must have a wilderness education component for the NPS to approve.
- c. The NPS Agrees to:
 - i. Not allow other rescue groups to capture burros without consulting with PVDR.
 - ii. Upon capture, the NPS relinquishes any rights to the feral burros.
 - iii. Allow access to specific areas of the park.
 - iv. Develop Formal Communications Plan with the NPS Regional Office.
 - v. Complete any necessary compliance (e.g. Minimum Requirements Decision Guide, NEPA, or NHPA) for burro round up operations in a timely manner.
 - vi. Provide access to NPS property and facilities
 1. Specifically the holding pens at the Furnace Creek airport in Death Valley National Park.
 2. Mojave National Preserve may make available legacy ranching facilities as necessary, for example Kessler Spring or Valley View.

ARTICLE IV- TERM OF AGREEMENT

This Agreement will be effective for a period of five (5) years from the date of final signature, unless it is terminated earlier by one or both of the parties pursuant to Article VIII -"Modification and Termination", as contained here within. Renewal privileges for an extended term are available and are anticipated to begin on the first day after the expiration of the original term of this Agreement. Approval by the Park of the Agreement for an additional period will not be unreasonably or arbitrarily withheld. The terms and conditions of the renewal Agreement may be amended by mutual agreement between the parties.

ARTICLE V - KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communication between the parties and the elements of this Agreement. They are:

1. For the NPS:

- a. Death Valley National Park – Josh Hoines 760-786-3253 Josh_Hoines@nps.gov
- b. Mojave National Preserve – Debra Hughson 760-252-6105 Debra_Hughson@nps.gov

2. For PVDR:

- a. PVDR, Texas – Mark Meyers 325-276-1662 mark@pvdr.org
- b. PVDR, Texas – Jack Yanez 325-763-7541 jack@pvdr.org
- c. PVDR, California – Blaine Yanez 325-315-3451 blaine@pvdr.org

B. Communications -PVDR will address any communication regarding this Agreement to the key official, and to the superintendent of the area. Communications that relate solely to routine operational matters described in the current work plan may be sent to the specific point of contact at Park of the Preserve.

- C. Changes in Key Officials -Neither the NPS or PVDR may make any permanent change in key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within the Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

ARTICLE VI-FUNDING

Funds will not be exchanged under this Agreement. In-kind services will be exchanged as set forth in Article III.

ARTICLE VII-PRIOR APPROVAL

- A. Park approval will be required to use any mechanized equipment off established roads, rights of way or developed areas
- B. The use of mechanized equipment in designated wilderness must be approved in advance and have written confirmation. Filming in wilderness can only be approved if the end product has a wilderness education component.
- C. This Agreement may not be transferred or assigned without the written consent of both parties.

ARTICLE VIII -MODIFICATION AND TERMINATION

- A. This MOA may be modified only by way of written instrument as executed by both parties.
- B. This Agreement may be terminated upon breach of any of the conditions herein at the discretion of both parties providing 60-days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, both parties will meet promptly to discuss the reasons for the notice, try to resolve their differences, and determine an equitable date for the termination of this agreement.
- C. Dispute Resolution. In the event disputes arise they should be handled at the lowest possible level. If they cannot be resolved at the field level the dispute should be referred to the project manager and Resource Management Chief at each NPS unit. If no resolution can be found the dispute may rise to the Superintendent and Executive Director.

ARTICLE X- STANDARD CLAUSES

A. Civil Rights

During the performance of this MOA, the participants will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure the applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age or sex.

B. Promotions

PVDR will not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications) which states or implies Governmental, Departmental, Bureau, or Governmental employee endorsement of a product, service, or position which either represents. No release of information relating to this MOA may state or imply that the Government approves of PVDRs' work product or considers either's work product to be superior to other products or services.

C. Publications of Results of Studies

